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Attorneys for Plaintiffs

UNITED STATES DISTRICT COURT  
 CENTRAL DISTRICT OF CALIFORNIA

YOLANDA CREWS, an individual;  
 DAVE NGUYEN, an individual;  
 FELICIANO CANO an individual;  
 DUY NGUYEN an individual;  
 JOHN YEGHIAYAN an individual;  
 DUKE LE an individual;  
 HUGO URIBIO an individual;  
 DARMAWAN GANDASETIWAN,  
 an individual; and MARK STRAWN,  
 an individual.

Plaintiffs,

v.

DOMINO'S PIZZA, CORP.; a  
 corporation;  
 DOMINO'S PIZZA, LLC, a Michigan  
 Limited Liability Corporation;  
 DOMINO'S PIZZA CALIFORNIA,  
 LLC, a California Limited Liability  
 Corporation,  
 and DOES 1-50, inclusive

Defendants.

Case No. CV 08-03703- GAF (SSx)

Assigned to: Hon. Gary Allen Feess  
 Courtroom: 740

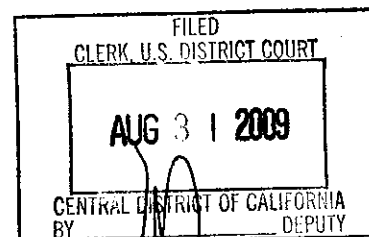
**[PROPOSED] STIPULATED  
 PROTECTIVE ORDER**

Complaint Filed: April 21, 2008

Removal Date: June 6, 2008

Trial Date: November 3, 2009

All future discovery filings shall  
 include the following language  
 on the cover page:  
 "[Referred to Magistrate Judge  
 Suzanne H. Segal]"



**[PROPOSED] STIPULATED PROTECTIVE ORDER**  
 Case No. CV 08-03703- GAF (SSx)

1 Plaintiff Yolanda Crews et al. and defendant, Domino's Pizza LLC, through  
2 their respective counsel of record, stipulate and agree as follows:  
3

4 1. The following documents produced or otherwise disclosed by a party  
5 in this action, or a third party whose documents are subpoenaed by a party to this  
6 action, which are, in good faith, determined by the producing party to contain  
7 confidential or proprietary information, including: 1) the address and telephone  
8 numbers of third parties and 2) cell phone records, shall be designated as  
9 confidential, and so marked by stamping each page of the document  
10 "Confidential." Moreover, each party shall comply with Local Rule 79-5.4 with  
11 respect to the redacting of social security or other personal identifiers.

12 With respect to any electronic storage device, such as DVDs, CDs, and the  
13 like, marking the exterior of such device as "Confidential" designates the contents  
14 of such device as "Confidential."  
15

16 2. Good cause exists for documents marked in good faith as  
17 "Confidential" due to the private nature of the information and the privacy  
18 interests of the individuals who are the subject of the "Confidential" documents or  
19 information.  
20

21 3. When used in this Order, the word "documents" means all written,  
22 recorded or graphic matter however created and whatever the medium on which it  
23 was produced or reproduced, including, but not limited to, documents produced by  
24 agreement, and may also include deposition transcripts and exhibits.  
25

26 4. All Confidential documents and all information contained therein,  
27 shall be used by the party to whom the documents are disclosed solely for the  
28 prosecution and/or defense of this action, and shall not be further disseminated,

1 except as specifically agreed upon in writing by all counsel for the parties.

2  
3 5. Except with prior written consent of the party asserting confidential  
4 treatment, Confidential documents and the information contained therein may be  
5 disclosed only to the party, to counsel who files an appearance for the party to  
6 whom the confidential disclosure has or is to be made, and secretaries, paralegal  
7 assistants, experts and other employees of such counsel who are assisting counsel  
8 in the prosecution and/or defense of this action. Counsel shall be responsible for  
9 ensuring that his or her partners, associates and employees who are involved in the  
10 representation of a party in this case, and/or who have access to discovery in this  
11 case, are informed of the terms of this Order and agree to abide by said terms.

12  
13 6. Documents designated Confidential, and information derived  
14 therefrom may be referred to in discovery responses and requests, motions, briefs  
15 and other court papers, and may be used in depositions and marked as deposition  
16 or trial exhibits in this action.

17 To the extent Confidential documents are filed with the Court, they shall be  
18 filed pursuant to Local Rule 79-5. However, nothing in this Stipulation and Order  
19 precludes the parties from using or referring to Confidential documents in trial.  
20 The parties reserve their rights to raise any confidentiality issues that may arise at  
21 trial with the District Court judge,

22  
23 7. Within no more than three months after the conclusion of the  
24 litigation of this action, or upon settlement or dismissal, documents designated as  
25 Confidential, and all copies of such documents (other than exhibits of record) shall  
26 be destroyed, or in the alternative, maintained in such a manner as to preserve their  
27 confidentiality. Nothing in this Order shall prevent any party to this action from  
28 moving the court to remove the Confidential designation from a particular

1 document, from seeking modification of this Order, from designating already-  
 2 produced documents as Confidential, or from objecting to discovery which a party  
 3 believes to be otherwise improper.

4  
 5 8. Within a reasonable amount of time following conclusion of the  
 6 litigation, settlement or dismissal, the attorneys of record shall assemble work  
 7 product materials which make reference to any such Confidential documents and  
 8 either destroy such materials or excise and destroy the portions thereof containing  
 9 such Confidential documents; or, alternatively, retain such materials in a manner  
 10 that will preserve the confidentiality of the Confidential documents.

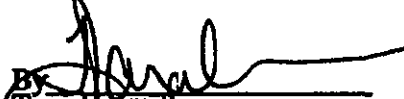
11  
 12 9. Nothing in this Order shall prevent or otherwise restrict counsel from  
 13 rendering advice to his/her client and, in the course thereof, relying generally on  
 14 his/her examination of items designated as Confidential.

15 AGREED.

16 DATED: 8/27/09

17 HADSELL, STORMER, KEENY,  
 18 RICHARDSON & RENICK LLP


19 TONI JARAMILLA, APLC

20   
 21 By Toni Jaramilla  
 22 May Mallari  
 23 TONI JARAMILLA, APLC  
 Attorneys for  
 Plaintiffs Yolanda Crews et al.

DATED: 8-27-09

CARLTON, DISANTE &  
 FREUDENBERGER LLP

KOLAR & ASSOCIATES INC.

24 By   
 25 Chris Robertson  
 26 CARLTON, DISANTE &  
 27 FREUDENBERGER LLP  
 28 Attorneys for Defendant  
 Domino's Pizza LLC

IT IS SO ORDERED.

DATED: 8/31/09

  
 UNITED STATES MAGISTRATE JUDGE